

**MINUTES FROM THE
CITY OF IONIA
CITY COUNCIL
REGULAR MEETING AGENDA
7:00 PM, TUESDAY, AUGUST 7, 2007
CITY HALL – COUNCIL CHAMBERS**

Mayor Balice called the meeting to order and led with the Pledge of Allegiance.

1. **Roll Call:** Present: Mayor Dan Balice, Councilmembers Monica Miller, Bruce Roetman, Kim Patrick, Brenda Cowling-Cronk and Bob O'Mara. Excused: Jim Smith and Gordon Kelley. Absent: Jeff Winters.

Others Present: Chris Kenyon, Matt Painter, Gary Cunningham, Robin Marhofer, Dawn Ketchum, Lynn Lafler, Jason Eppler and Dave Cook.

2. **Public Comments and Information**

Mark Vroman, Ionia County Commissioner, updated Council on Ionia County business including the passing of Bill Charon and a county wide Cost Recovery Project.

3. **Monitoring Information** Motion by Patrick Supported by Roetman

- A. Approve the minutes from the Regular City Council meeting of June 5, 2007, the Regular City Council meeting of July 3, 2007 and the minutes of the Special City Council meeting of July 12, 2007.
- B. Acknowledge the minutes of the DDA meeting of July 18, 2007.
- C. Approve the payroll for the period ending July 4, 2007 for \$139,958.33 and for the period ending July 18, 2007 for \$151,073.31 and the special payroll on July 27, 2007 for \$57,391.81 (Public Safety).
- D. Approve the accounts payable for July 2007 in the amount of \$1,430,401.00.
- E. Acknowledge the accounts payable for the DDA for July 2007 in the amount of \$14,210.04.
- F. Acknowledge the accounts payable for the Theatre for July 2007 in the amount of \$13,215.88.
- G. Acknowledge the resignation of Karen Confer, City Clerk, effective October 1, 2007 (discussion regarding filling of the position will be on the September Council Meeting Agenda).

ROLL CALL VOTE: Ayes: Miller, Balice, Patrick, Roetman, Cowling-Cronk, O'Mara. Nays: None. Motion Carried.

4. **Board Decisions and Action Items**

1. **Dial-A-Ride – Ionia Public School System Contract**

Motion by Balice and Supported by Patrick to approve the City of Ionia Dial-A-Ride and Ionia Public School System Transportation Agreement for the term September 4, 2007 to June 10, 2008 and authorize the City Manager to sign the agreement on behalf of the City.

**City of Ionia
and
Ionia Public Schools**

Transportation Contract

THIS CONTRACT made this September 4, 2007, between the City of Ionia with offices located at 251 E. Adams Street, Ionia, Michigan, hereinafter referred to as CITY and Ionia Public Schools, with offices located at 250 E. Tuttle Road, Ionia, Michigan, hereinafter referred to as I.P.S.

RECITALS

WHEREAS, the CITY provides a public transit system pursuant to the laws of the State of Michigan and;

WHEREAS, I.P.S., pursuant to said laws, is permitted to arrange for transportation of students to and from home to school;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter contained the parties agree as follows:

SERVICES

The CITY shall furnish all bus vehicles and equipment with competent drivers in charge therefore, for the purpose of transporting those students, designated by I.P.S. or any of its agents or employees. The schools are located at 420 N. Jefferson Street, and 645 Hackett Street, Ionia, Michigan.

The CITY agrees to so arrange the transportation and schedule of the students so as to have all students at the school at times provided by I.P.S. for return trips to their homes. Transportation services shall be Monday through Friday except when the school is closed by notification from I.P.S.

CONTRACT DURATION

This contract shall be in effect from September 4th, 2007 through June 10th, 2008, unless sooner terminated pursuant to the termination provision which follows. This contract may be terminated, however, by thirty days written notice by either party.

The CITY shall not be limited to servicing only I.P.S. students, but rather may transport members of the public while performing the service of transportation defined.

CONSIDERATION

As consideration for services here guaranteed and rendered, I.P.S shall pay the CITY \$45.00 per vehicle hour upon billing each month for transportation services to and from Emerson and Jefferson schools, and \$1.75 per unit of service for incidental students as designated by I.P.S. (Unit of service defined as - one (1) unit equals the one-way transportation from point of origin to point of destination). It is further understood that the CITY shall not make collection at the fare box from any student transported under the terms of this contract.

The parties agree that on or about January 24, 2008 the parties will meet to review fuel prices and determine if the amount per hour charged IPS by the CITY per the transportation contract needs to be increased for the remainder of this contract to compensate for increased fuel prices.

LIAISONS

Unless otherwise directed, the liaisons for the respective parties shall be as follows: For the CITY, the liaison shall be the Director of Public Transportation for the CITY, who at the time of this writing is Dawn Ketchum. The liaison for the I.P.S. shall be the Bus Transportation Director, who at the time of this writing, is Greg King.

INDEPENDENT CONTRACTOR

The CITY shall employ and direct all persons performing any service hereunder, and such persons shall be and remain the sole employees, and subject to the control and direction of the CITY, and not the employee or subject to the direction and control of I.P.S. It is the intention of the parties hereto that the CITY shall be and remain an independent contractor, and that nothing herein contained shall be construed

as inconsistent with that status. The CITY shall conduct the work in the name of the CITY and shall not display the name or any advertisement of I.P.S. on or about any of the CITY's vehicles. This contract further shall not be construed as, and is not intended as, a partnership, joint venture or other business arrangement other than an independent contract.

This contract cancels and supplants any and all other contracts, whether oral or written, and understanding between the parties, and shall take effect as of the first day above written, and shall remain in effect until termination according to the provisions contained herein.

INDEMNITY

The CITY agrees to indemnify I.P.S. against any and all loss, damages, costs, and expenses, including attorneys' fees, that may be suffered or incurred by I.P.S., or by any person or persons a firm, association, or corporation, resulting from:

1. Injury to or death to any persons, loss or destruction of, or damage or delay to property, including the conversion thereof, caused by or resulting in any manner from any acts or omissions, negligent or otherwise, of the CITY or any of the CITY's agents, servants, or employees while fulfilling the responsibilities of this contract.
2. Theft, embezzlement, or intentional injury to person(s) or property on the part of the CITY, or any of the CITY's agents or employees.

APPLICABLE LAWS, RULES, AND REGULATIONS

In the performance of the services hereunder, the CITY shall comply with all applicable, federal and state enactments with reference to employer's liability, workman's compensations, and shall indemnify I.P.S. against any and all loss. The CITY shall also comply strictly with all state, federal, or municipal laws, applicable to operations and agree to indemnify I.P.S. against all liability for any failure or default on the part of the CITY in this behalf.

INSURANCE

The CITY shall maintain public liability and property damage insurance in such amounts as is applicable to I.P.S. for any one accident in any manner arising out of or growing out of operations of the CITY hereunder. The CITY shall provide proof of insurance coverage upon request of I.P.S.

BINDING CONTRACT

This contract shall inure to and bind the successors and assigns of the parties hereto, provided, however, that any assignment or subletting of this contract or interest therein, by the CITY, without the written consent of I.P.S. having first been obtained, shall be void and of no effect.

WAIVER

The waiver of a breach of any of the terms of conditions hereof shall be limited to the act or acts constituting such breach, and shall never be construed as being a continuing or permanent waiver of any such terms or conditions, all of which shall be and remain in full force and effect as to future acts or happenings, notwithstanding any such waiver.

NONDISCRIMINATION

The CITY shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges or employment, because of race, color, religion, national origin, sex, age, height, weight or marital status.

ROLL CALL VOTE: Ayes: Balice, Patrick, Roetman, Cowling-Cronk, O'Mara, Miller. Nays: None.
Motion Carried.

2. Amendment to General Engineering Services Agreement – Fishbeck, Thompson, Carr and Huber

Motion by Miller and Supported by O'Mara to approve the amendment to the General Engineering Services Agreement between the City and Fishbeck, Thompson, Carr and Huber which incorporates the rate schedule dated June 16, 2007 and authorize the City Manager to sign the amendment on behalf of the City.

**AMENDMENT TO
GENERAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE
CITY OF IONIA
AND
FISHBECK, THOMPSON, CARR AND HUBER**

THIS IS AN AMENDMENT of the General Engineering Services Agreement (the "Agreement"), dated December 13, 2002, as amended, by and between the City of Ionia, a Michigan municipal corporation (the "City"), by its undersigned, authorized officials, and Fishbeck, Thompson, Carr and Huber, a Michigan corporation ("FTCH"), and is to incorporate by reference the Rate Schedule published by FTCH and dated June 16, 2007 which supercedes previous Rate Schedules published by FTCH.

All other terms and conditions of the Agreement remain in effect.

ROLL CALL VOTE: Ayes: Patrick, Roetman, Cowling-Cronk, O'Mara, Miller, Balice. Nays: None.
Motion Carried.

3. Appointments

Motion by Roetman and Supported by Patrick to confirm the Mayor's Reappointment of Julie Milewski and the Appointment of Kevin Miller and Gloria Cook to the Local Officers Compensation Commission for a term expiring September 30, 2012.

ROLL CALL VOTE: Ayes: Roetman, Cowling-Cronk, O'Mara, Miller, Balice, Patrick. Nays: None.
Motion Carried.

5. Incidental Information

- A. Councilmembers to review accounts payable for August 16, 2007 – Patrick and/or Smith; for August 30, 2007 – Kelley and/or Winters; for September 13, 2007 – Miller and/or O'Mara

6. Information from Mayor and City Council

Mayor: Spoke of the passing of Bill Charon and the need to have people in place, in case of emergency, to keep things running. Believes it would be beneficial to have somebody who knows something about everything.

Thanked Bob O'Mara for his years of service on the Council on the phenomenal job he's done representing the 4th Ward.

Acknowledged Lynn Lafler's history with the City of Ionia. Was on the Council, then 14 years at Dial A Ride and now running for the City Clerk.

O'Mara: Thanked Council and department heads for their assistance throughout the years. Enjoyed being on Council and glad he was the council member for the 4th Ward.

Cowling-Cronk: Reminded Council and attendees about the fund raisers coming to the Ionia Theatre.

Patrick: Questioned Robin Marhofer regarding the 41 water shut offs throughout the City. Marhofer believes the increase is due to the economy.

Mentioned his surprise to the 11 hit and run accidents.

Asked about Dave Wirth's injury while on call. Eppler informed Council that Wirth broke his ankle and is reportedly doing OK.

Thanked Karen Confer for her services as City Clerk.

Miller: Asked for the sign on Baldie Street for Deaf/Blind Child area be removed since the child no longer lives there.

Commented on the Commission on Aging Garden on Industrial Drive. Kenyon stated his only concern would be the use of fertilizer near the City's well tanks.

7. Adjourn

Motion by Patrick and Supported by Roetman to adjourn at 7:52 p.m. All in favor via voice vote.

Submitted by:

Karen M. Confer
City Clerk